

EXHIBIT C

INTERMODAL TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into this 1ST day of April, 2003, by and between NORFOLK SOUTHERN RAILWAY COMPANY, acting for itself and its rail carrier subsidiaries, having an office at Three Commercial Place, Norfolk, VA 23510 (hereinafter referred to as "NS"); and NYK Line (North America), Inc., (hereinafter referred to as "NYK") having an office at 300 Lighting Way, Secaucus, NJ 07094.

RECITALS:

The parties desire to enter into an agreement whereby NS shall provide rail transportation of containers between points shown as origins and destinations in Exhibit 1.

NS shall perform the transportation services at the favorable rates described herein in exchange for NYK's commitment to tender to NS certain minimum volume of loaded and empty containers for linehaul via NS, and to pay NS the charges specified in this Agreement.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the provisions herein contained, the parties agree as follows:

1. TERM.

A. The term of this Agreement shall be from April 1, 2003 ("Commencement Date") and shall remain in effect for a period of three (3) years, unless sooner terminated in accordance with its terms. An Agreement Period shall be the twelve (12) month period commencing on April 1 and ending on March 31.

B. Upon termination of this Agreement, any unperformed payment obligations that accrued prior to termination shall survive termination, as shall other obligations, which by their nature are to be performed subsequent to any termination, such as, by way of example only, indemnity obligations.

2. SCOPE OF SERVICE.

Except as otherwise stated herein, all loads or empties shipped and all transportation provided hereunder will be subject to the following documents:

A. Norfolk Southern Intermodal Rules Circular No. 2, or successor document in effect on the date of tender for each shipment hereinafter referred to as the "Rules Circular").

B. Terms and conditions of the bill of lading in the form set forth in the Rules Circular which is in effect on the date of tender of a container for rail transportation.

3. RATES.

Subject to the terms and conditions of this Agreement, Quote Number NSPQ 2189, and Exhibit 1, attached hereto and made a part hereof as if set forth fully in this Agreement, NS will provide rail transportation service as follows:

A. NS will provide rail transportation between any two (2) points in Exhibit 1 at the applicable base rate listed in Exhibit 1. If no base rate is listed in Exhibit 1 between two (2) points, special quotations or the linehaul rate between the two (2) points in NS's TOFC Rate Matrix 8407 series in effect on the date of tender of the shipment will apply.

B. The base rates in Exhibit 1 will govern until March 31, 2004. Effective April 1, 2004, all rates listed in Exhibit 1 will be increased [REDACTED]. Effective April 1, 2005, the rates will again be increased by [REDACTED] for the final year of the Agreement that expires March 31, 2006.

C. The rate applied for billing purposes will be the rate in effect on the date the unit is tendered to NS.

D. Traffic moving under the rates listed in Exhibit 1 and in NSPQ 8407 shall be subject to fuel related surcharges (FSC), which may be applied by NS in its sole discretion. FSCs may be applied with 5 days notice. NS agrees that FSCs on rates in this Agreement will only apply if NS assesses a general FSC on Intermodal shipments and the price of fuel as determined by the Department of Energy Retail On-Highway Diesel Prices (National U.S. average) Index exceeds \$2.25 per gallon. Such FSC must be removed when such general FSC is lifted by NS. The amount of the FSC applied to NYK will be according to the following scale:

DOE On-Highway Fuel Index	NYK FSC
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

E. Rates for the transportation of coiled metal products (including, but not limited to all coil, plate, roll, spool, or reel metal products) in containers are included in the

applicable NSPQ 17500 and notwithstanding anything contained in this Agreement to the contrary, may be adjusted by NS upon 30 days' written notice.

F. Rates for the transportation of materials in tank containers are included in the applicable NSPQ 50227 and notwithstanding anything contained in this contract to the contrary, may be adjusted upon 30 days written notice.

G. At its discretion, NS may eliminate a lane or lanes covered by this Contract due to a redesign of service. If this occurs, rates for this lane(s) shall be suspended. However, if service for such lane(s) is resumed and the interchange point for such lanes is not changed, then such suspended rate shall be reactivated, including any rate increases incurred as required in Section 3.B of this Agreement, upon the request of NYK.

4. SPECIAL TRAIN OPERATIONS

A. In order to assist NYK with the continued operation of the dedicated train service moving between Kansas City, on the one hand, and St. Louis, Louisville, Georgetown and Cincinnati, on the other hand, NS agrees to lower the minimum train size requirements for this train. For the first Agreement Period, NYK will be required to tender to NS a minimum of 59 units per train destined to points east of St. Louis. In addition, each train will need to have minimum total revenue of \$43,000. This minimum revenue calculation shall include revenue generated from the volume moving to all destinations, including St. Louis.

B. If the minimum revenue requirement during the first Agreement Period for a given train is not met, NS will invoice NYK for the difference between the actual revenue generated by said train and [REDACTED]. Invoices will be generated on a per train basis and NYK will pay said invoice within the credit terms outlined in this Agreement. Should the minimum volume requirement not be met, NS may, at its discretion, not run those units in dedicated train service.

C. For Agreement Periods 2 and 3, the minimum volume requirement for units destined to points east of St. Louis, will be increased to 70 units per train. There is no minimum revenue requirement for years 2 and 3. Should the minimum volume requirement not be met, NS may, at its discretion, not run the units in dedicated train service.

D. Should the minimum volume requirement outlined in Section 4C, not be met, then NYK, may, at its discretion, ask NS to run the traffic as a dedicated train. Such

request must be made to NS at least forty-eight (48) hours prior to the arrival of said traffic at Kansas City. In return for NS granting this request, and moving these units in dedicated service, NS will invoice NYK for the difference between the actual revenue generated by said train and [REDACTED] Invoices will be generated on a per train basis and NYK will pay said invoice within the credit terms outlined in this Agreement.

5. EQUIPMENT.

A. NYK will furnish containers and chassis at the expense of NYK. Except for such charges caused by the negligent act or omission of NS, NS will not be responsible for any per diem, mileage, rental, or other use or ownership charge applicable to said containers or chassis. In the event such charges are caused by the negligent act or omission of NS, then NS shall be responsible for such charges in direct proportion to the negligence of NS. If any owner, lessor, lessee, or other party makes any claim against NS for any aforesaid charge applicable to any such container or chassis, NS will timely refer the claim to NYK who will resolve it with the appropriate party without prejudice to its indemnity rights under the Agreement or governing tariff.

B. In the event that equipment owned or leased by NYK or NS is either lost, damaged or destroyed beyond repair while in possession of NS or NYK, NYK or NS shall be entitled to reimbursement as follows:

(1) On NYK-owned or NS-owned equipment, the amount of reimbursement due will be the cost to repair the equipment to serviceable standards or the replacement cost less depreciation of five percent (5%) per year, for each year the equipment has been in service. NYK or NS will retain a residual value of fifty percent (50%) on all owned equipment.

(2) On equipment leased by NYK or NS, a copy of the bill for damages or replacement cost will be submitted to NS or NYK along with a copy of the bill showing NYK or NS has paid lessor/owner in full for damages to, or replacement of, equipment. NYK or NS shall be reimbursed in full, by NS or NYK, not more than sixty (60) days from the date the bill is submitted to NS or NYK for payment.

6. VOLUME COMMITMENT AND INCENTIVE.

A. During each Agreement Period beginning with April 1, 2003, NYK shall tender to NS a minimum of 95% of the traffic in lanes listed in Exhibit 1.

B. As an incentive to NYK to increase traffic

tendered in intermodal service, in the event the number of containers moving pursuant to this Agreement increases during Agreement Periods 1, 2 or 3 of this Agreement, then NS shall refund to NYK a two tiered incentive whereby NYK shall be refunded a portion of the line haul revenue paid to NS during the specified Agreement Period. The terms and incentive levels for each period are as follows:

Part I

Time Period / Volume Goal	Incentive Level
Agreement Period 1: Volume levels greater than the preceding 12-month period, excluding any new lanes of business switched to NS during Agreement Period 1.	1.0%
Agreement Period 2: The greater of the volume level in Agreement Period 1 or the 12-month period preceding Agreement Period 1.	1.0%
Agreement Period 3: The greater of the volume level in Agreement Period 1 or Agreement Period 2.	1.0%

Part II

Time Period / Volume Goal	Incentive Level
Agreement Period 3: 10% growth over the greater of the volume level in Agreement Period 1 or Agreement Period 2.	1.0%

provided however, no such refund shall be made to NYK until such time as NYK is current, according to its credit terms with NS, on its outstanding, undisputed, monies owed to NS for line haul and assessorial charges. For Agreement Period 3, it is not necessary for NYK to meet the requirements of Part II of the incentive in order to receive the Incentive under Part I.

7. TERMINAL SERVICES.

Unless specifically stated in Exhibit 2 of this Agreement to the contrary, the terms and conditions of the Rules Circular will apply with respect to storage arrangements, free time, and all terminal services and operations.

8. CUSTOMS BONDS.

All in bond shipments tendered to NS by NYK will be under the Customs bond of NYK. If contrary to the intent of this Agreement, the understanding of NYK and NS, and applicable Customs regulations, any governmental employee, representative, or agent treats any container tendered to NS by NYK as being covered by the Customs bond of NS, NYK will perform all acts required to permit the container to clear Customs and will

indemnify and hold NS harmless from and against claims, demands, losses, damages, penalties, fines, judgments, costs, and expenses, including but not limited to litigation costs and attorneys' fees, resulting directly or indirectly from any failure by NYK to comply with all applicable Customs regulations.

9. FORCE MAJEURE.

If any party is unable to meet its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including but not limited to war, insurrection, riot, rebellion, or acts of the public enemy or lawful authorities; strike, lockout, or walkout; embargo, condition of roadbed, track, bridges, or trestles; wreck or derailment; fire, explosion, or flood; Act of God; authority of law; or any other of NS or NYK, said obligations of the party or parties affected by the Force Majeure occurrence will be excused for the duration of said occurrence. The party declaring the existence of Force Majeure will notify the other parties in writing promptly that Force Majeure exists, the nature of Force Majeure, and when Force Majeure is terminated. In the event of Force Majeure, the minimum volume commitment for the Agreement Period in which the Force Majeure incident occurs shall be reduced proportionately. The party experiencing Force Majeure will use its best efforts to remove the causes of Force Majeure and will resume performance of its obligations under this Agreement immediately after said causes are removed. The suspension of any obligation under this Agreement as a result of the existence of Force Majeure will not cause the term of this Agreement to be extended and will not affect any rights or obligations accrued under this Agreement prior to existence of Force Majeure.

10. PAYMENT OF FREIGHT CHARGES.

A. All line haul freight charges for any shipments will be paid to NS by NYK within fourteen (14) days after receipt by NYK via EDI, or such other method as the parties determine is appropriate.

B. In addition to any remedies and provision for the payment of finance or late charges set forth in the then current version of the Rules Circular concerning late payment, if there is a default in timely payment by NYK in accordance with the parameters of this Section 10, then NS may advise NYK upon ten (10) days' written notice, that it will accept shipments for transportation on a cash basis only.

11. DELETION OF ANY UNLAWFUL TERMS.

If any provision of this Agreement is determined to be unlawful, said provision will be deleted, and this Agreement, without the deleted provision, will continue in full force and effect; provided, however, if a party is materially adversely affected by the deletion, the party may cancel this Agreement without penalty.

12. NOTICE.

A. Any notice or other communication under this Agreement will be in writing and will be considered given if delivered in person or if sent by telecopy, overnight courier, certified, registered, or first class U.S. mail, or electronic transmission, addressed as shown in this section. Any notice will be deemed to be delivered, given, and received for all purposes as of the date received, if delivered by hand or telecopy, or as of the date which is two (2) days after the date on which the notice was deposited with the overnight courier or of the electronic transmission, or as of the date which is five (5) days after the date on which the notice was deposited in a regularly maintained receptacle for the deposit of U.S. mail, if sent by registered, certified or first class U.S. mail. Upon written notice to the other party, a party may change its address at any time.

B. Notices under this Agreement will be addressed as follows:

As to NS:

Vice President, Intermodal
Three Commercial Place
Norfolk, VA 23510

As to NYK:

NA LPA
NYK Line (North America), Inc.
300 Lighting Way, 5th Floor
Secaucus, NJ 07094

13. ASSIGNMENT.

Neither NYK nor NS may assign its rights or duties hereunder to a third party without the written consent of the other party.

14. ABITRATION.

Should a dispute arise between NYK and NS regarding the provisions of this Agreement, either party may request arbitration to resolve the dispute. If arbitration is requested by either party, NYK and NS will have 30 days from such request to resolve the dispute, after which the dispute will be settled by arbitration in accordance with the then current rules of commercial arbitration of the American Arbitration Association and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The right to terminate this Agreement shall be suspended until the conclusion of any arbitration proceeding, however, the arbitration proceeding cannot cause this Agreement to extend beyond the expiration date. Each party will bear its own costs and expenses of arbitration.

Notwithstanding the above, in the event NYK believes that a service disruption exists, the parties agree to promptly meet and discuss the situation to determine the nature of the service disruption and whether or corrective plan should be implemented.

15. CONFIDENTIALITY.

This Agreement, the Exhibits, and the information therein are confidential and proprietary. If a party voluntarily reveals either the existence or terms of this Agreement to third persons, the other parties may be harmed thereby. The parties will not reveal the existence or terms of this Agreement except (1) as may be required by law or regulation, (2) in response to legal service of process, (3) as required by AAR rules, (4) to a parent, subsidiary or affiliated company, internal auditor, or inspection bureau, (5) to the U.S. Bureau of Labor Statistics, or (6) if the information regarding this Agreement is in the public domain and all parties consent to the disclosure. The parties will seek confidentiality and agreement not to disclose this Agreement further from any of the foregoing parties to whom they may disclose this Agreement.

16. NO THIRD PARTY BENEFICIARIES.

This Agreement is intended for the sole benefit of NS and NYK. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than NS and NYK and their parents, subsidiaries, and affiliates any legal or equitable right, remedy, or claim under this Agreement.

17. WAIVER OF BREACH.

At any time during the term of this Agreement, NS or NYK may waive any breach or default of the other party under this Agreement without affecting or impairing any right arising from any other breach or default under this Agreement. Any waiver at any time of any breach or default under any provision, condition, obligation, or requirement of this Agreement will extend only to the particular breach or default so waived and will not impair or affect the existence of this Agreement or the right of NS or NYK to take action in the event of any subsequent breach or default.

18. GOVERNING LAW.

This Agreement will be deemed executed in the State of New York and will be subject to and interpreted in accordance with the laws of the United States of America and of the State of New York.

19. SURVIVAL.

The provisions of this Agreement such as, confidentiality obligations, payments, compliance with laws, and any other provision that by its terms or meaning is intended to survive, shall survive any termination of this Agreement.

20. PERFORMANCE STANDARDS.

NS shall provide an on-time availability of ninety (90%) in NYK's Top 13 lanes as determined by volume, which are listed in Exhibit 3. On time shall be defined as being within two hours of the published NS availability time. It is understood that the actual lanes listed in Exhibit 3 can change due to the dynamics of the NYK business and should another lane surpass one of the lanes in listed in Exhibit 3, NS will add it to Exhibit 3, while removing the lowest volume lane from the list. This list will be reviewed within the first 15 days of any Agreement Period. Any updates to the list will be implemented on the 16th day of the Agreement Period.

NS and NYK agree to hold a meeting each calendar quarter to review any service related issues. Should the service levels in the Top 13 lanes fall below the parameters set forth in this Section, NS and NYK agree to schedule review meetings no more than 40 days apart while the service levels remain below the established levels.

NS service statistics will be used for determining compliance with the above standard. On a monthly basis NS will

provide to NYK service performance statistics to NYK showing performance by Origin/Destination pair, and the percent of units that were on-time, on-time plus two hours, and on-time plus twelve hours for NYK's volume. NS will work with NYK to develop and provide to NYK reports covering inventories, shipments moving on a daily basis, dwell times for NYK units at NS terminals, and accounts receivable. NS will develop other reports will be developed as required and agreed upon by both NYK and NS.

Should NS continually fail, without good cause, to meet the service performance standards for a given lane set forth in this section of this Agreement, NYK may request in writing that such failures be corrected, specifying the nature and extent of such service failures.

If NS does not correct such failures within 60 days of receiving written notice, and such failures result in a material adverse effect on NYK's operations or competitive position, or results in the diversion of a substantial amount of traffic from NYK, NYK shall have the right to divert the specific traffic at risk in said lane to other carriers to the extent necessary to mitigate any potential loss, damage or liability. All other traffic in such lane will continue to be routed on NS.

21. CAPTIONS AND COUNTERPARTS.

All headings in this Agreement are inserted for convenience only and will not affect construction or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose.

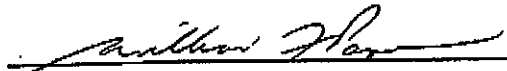
IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused Agreement to be executed by their duly authorized officers as of the day and year first above written.

NORFOLK SOUTHERN RAILWAY COMPANY

By: 

Title: VP - Intermodal Mktg

NYK Line (North America), Inc.

By: 

Title: Senior Vice President

EXHIBIT 1**Rates****C20 = 20' COFC****C45 = 40' or 45' COFC****COFC U45 = 20' TOFC, 40' or 45' COFC or TOFC**

Origin	Destination	SVC	Equip	Load	Empty	Route
ATLANTA, GA	CHARLOTTE, NC	85	C20	\$	\$	NS
ATLANTA, GA	CHARLOTTE, NC	85	C45	\$	\$	NS
ATLANTA, GA	GREENSBORO, NC	85	C20	\$		NS
ATLANTA, GA	GREENSBORO, NC	85	U45	\$		NS
ATLANTA, GA	MEMPHIS, TN	85	C20	\$	\$	NS
ATLANTA, GA	MEMPHIS, TN	85	U45	\$	\$	NS
ATLANTA, GA	MEMPHIS, TN (P)	85	U45	\$	\$	NS
ATLANTA, GA	NORFOLK INTERNATIONAL, VA	85	C20	\$	\$	NS
ATLANTA, GA	NORFOLK INTERNATIONAL, VA	85	U45	\$	\$	NS
AUSTELL, GA	CHARLESTON, SC	85	C20	\$	\$	NS
AUSTELL, GA	CHARLESTON, SC	85	U45	\$	\$	NS
AUSTELL, GA	CHICAGO, IL	85	C20	\$	\$	NS
AUSTELL, GA	CHICAGO, IL	85	U45	\$	\$	NS
AUSTELL, GA	CHICAGO, IL (P)	85	C20	\$	\$	NS
AUSTELL, GA	CHICAGO, IL (P)	85	U45	\$	\$	NS
AUSTELL, GA	DALLAS, TX (P)	85	C20	\$	\$	NS
AUSTELL, GA	DALLAS, TX (P)	85	C45	\$	\$	NS
AUSTELL, GA	GARDEN CITY, GA	85	C20	\$	\$	NS
AUSTELL, GA	GARDEN CITY, GA	85	C45	\$	\$	NS
AUSTELL, GA	GARDEN CITY, GA	85	U45	\$	\$	NS
AUSTELL, GA	MEMPHIS, TN (P)	85	C20	\$	\$	NS
AUSTELL, GA	MEMPHIS, TN (P)	85	U45	\$	\$	NS
AUSTELL, GA	NEW ORLEANS, LA	85	C20	\$	\$	NS
AUSTELL, GA	NEW ORLEANS, LA	85	U45	\$	\$	NS
AUSTELL, GA	SAVANNAH, GA	85	C20	\$	\$	NS
AUSTELL, GA	SAVANNAH, GA	85	U45	\$	\$	NS
AYER, MA	CHICAGO, IL	85	C20	\$	\$	NS
AYER, MA	CHICAGO, IL	85	U45	\$	\$	NS
AYER, MA	CHICAGO, IL (P)	85	C20	\$	\$	NS
AYER, MA	CHICAGO, IL (P)	85	U45	\$	\$	NS
CALUMET, IL	GREENSBORO, NC	85	C20	\$		NS
CALUMET, IL	GREENSBORO, NC	85	U45	\$		NS
CHARLESTON, SC	AUSTELL, GA	85	C20	\$	\$	NS
CHARLESTON, SC	AUSTELL, GA	85	U45	\$	\$	NS
CHARLESTON, SC	CHARLOTTE, NC	85	C20	\$	\$	NS
CHARLESTON, SC	CHARLOTTE, NC	85	U45	\$	\$	NS
CHARLESTON, SC	CHICAGO, IL (P)	85	C20	\$	\$	NS
CHARLESTON, SC	CHICAGO, IL (P)	85	U45	\$	\$	NS

REDACTED

NSGENL 0537

Origin	Destination	SVC	Equip	Load	Empty	Route
CHARLESTON, SC	DALLAS, TX (P)	85	C20	\$	\$	NS
CHARLESTON, SC	DALLAS, TX (P)	85	C45	\$	\$	NS
CHARLESTON, SC	HUNTSVILLE, AL	85	C20	\$	\$	NS
CHARLESTON, SC	HUNTSVILLE, AL	85	U45	\$	\$	NS
CHARLESTON, SC	MEMPHIS, TN	85	C20	\$	\$	NS
CHARLESTON, SC	MEMPHIS, TN	85	U45	\$	\$	NS
CHARLESTON, SC	MEMPHIS, TN (P)	85	C20	\$	\$	NS
CHARLESTON, SC	MEMPHIS, TN (P)	85	U45	\$	\$	NS
CHARLESTON, SC	NEW ORLEANS, LA	85	C20	\$	\$	NS
CHARLESTON, SC	NEW ORLEANS, LA	85	U45	\$	\$	NS
CHARLOTTE, NC	ATLANTA, GA	85	C20	\$	\$	NS
CHARLOTTE, NC	ATLANTA, GA	85	U45	\$	\$	NS
CHARLOTTE, NC	CHARLESTON, SC	85	C20	\$	\$	NS
CHARLOTTE, NC	CHARLESTON, SC	85	U45	\$	\$	NS
CHARLOTTE, NC	CHICAGO, IL	85	C20	\$		NS
CHARLOTTE, NC	CHICAGO, IL	85	U45	\$		NS
CHARLOTTE, NC	CHICAGO, IL (P)	85	C20	\$		NS
CHARLOTTE, NC	CHICAGO, IL (P)	85	U45	\$		NS
CHARLOTTE, NC	DALLAS, TX (P)	85	C20	\$	\$	NS
CHARLOTTE, NC	DALLAS, TX (P)	85	C45	\$	\$	NS
CHARLOTTE, NC	GARDEN CITY, GA	85	C20	\$	\$	NS
CHARLOTTE, NC	GARDEN CITY, GA	85	U45	\$	\$	NS
CHARLOTTE, NC	MEMPHIS, TN	85	C20	\$	\$	NS
CHARLOTTE, NC	MEMPHIS, TN	85	U45	\$	\$	NS
CHARLOTTE, NC	MEMPHIS, TN (P)	85	C20	\$	\$	NS
CHARLOTTE, NC	MEMPHIS, TN (P)	85	U45	\$	\$	NS
CHARLOTTE, NC	NEW ORLEANS, LA	85	C20	\$	\$	NS
CHARLOTTE, NC	NEW ORLEANS, LA	85	U45	\$	\$	NS
CHARLOTTE, NC	SAVANNAH, GA	85	C20	\$	\$	NS
CHARLOTTE, NC	SAVANNAH, GA	85	U45	\$	\$	NS
CHICAGO, IL	AUSTELL, GA	85	C20	\$	\$	NS
CHICAGO, IL	AUSTELL, GA	85	U45	\$	\$	NS
CHICAGO, IL	CHARLESTON, SC	85	C20	\$	\$	NS
CHICAGO, IL	CHARLESTON, SC	85	U45	\$	\$	NS
CHICAGO, IL	CHARLOTTE, NC	85	C20	\$		NS
CHICAGO, IL	CHARLOTTE, NC	85	U45	\$		NS
CHICAGO, IL	CINCINNATI, OH	85	C20	\$		NS
CHICAGO, IL	CINCINNATI, OH	85	U45	\$		NS
CHICAGO, IL	CLEVELAND, OH	85	C20	\$		NS
CHICAGO, IL	CLEVELAND, OH	85	U45	\$		NS
CHICAGO, IL	COLUMBUS, OH	85	C20	\$		NS
CHICAGO, IL	COLUMBUS, OH	85	U45	\$		NS
CHICAGO, IL	GARDEN CITY, GA	85	C20	\$		NS
CHICAGO, IL	GARDEN CITY, GA	85	U45	\$		NS
CHICAGO, IL	GREENSBORO, NC	85	C20	\$		NS
CHICAGO, IL	GREENSBORO, NC	85	U45	\$		NS

REDACTED

NSGENL 0538

Origin	Destination	SVC	Equip	Load	Empty	Route
CHICAGO, IL	HARRISBURG, PA	85	C20	\$		NS
CHICAGO, IL	LOUISVILLE, KY	85	C20	\$		NS
CHICAGO, IL	LOUISVILLE, KY	85	U45	\$		NS
CHICAGO, IL	NORFOLK, VA	85	C20	\$	\$	NS
CHICAGO, IL	NORFOLK, VA	85	U45	\$	\$	NS
CHICAGO, IL	NORFOLK INTERNATIONAL, VA	85	C20	\$		NS
CHICAGO, IL	NORFOLK INTERNATIONAL, VA	85	C45	\$		NS
CHICAGO, IL	PITTSBURGH, PA	85	C20	\$		NS
CHICAGO, IL	PITTSBURGH, PA	85	U45	\$		NS
CHICAGO, IL	RUTHERFORD, PA	85	U45	\$		NS
CHICAGO, IL	SAVANNAH, GA	85	C20	\$		NS
CHICAGO, IL	SAVANNAH, GA	85	U45	\$		NS
CINCINNATI, OH	CHICAGO, IL	85	C20	\$	\$	NS
CINCINNATI, OH	CHICAGO, IL	85	U45	\$	\$	NS
CINCINNATI, OH	CHICAGO, IL (P)	85	C20	\$	\$	NS
CINCINNATI, OH	CHICAGO, IL (P)	85	U45	\$	\$	NS
CINCINNATI, OH	KANSAS CITY, MO	85	C20	\$	\$	NS
CINCINNATI, OH	KANSAS CITY, MO	85	U45	\$	\$	NS
CINCINNATI, OH	KANSAS CITY, MO (P)	85	C20	\$		NS
CINCINNATI, OH	KANSAS CITY, MO (P)	85	U45	\$	\$	NS
CINCINNATI, OH	LOUISVILLE, KY	85	C20	\$	\$	NS
CINCINNATI, OH	LOUISVILLE, KY	85	C45	\$	\$	NS
CINCINNATI, OH	NORFOLK, VA	85	C20	\$	\$	NS
CINCINNATI, OH	NORFOLK, VA	85	U45	\$	\$	NS
CINCINNATI, OH	NORFOLK INTERNATIONAL, VA	85	C20	\$	\$	NS
CINCINNATI, OH	NORFOLK INTERNATIONAL, VA	85	U45	\$	\$	NS
CLEVELAND, OH	CHICAGO, IL	85	C20	\$	\$	NS
CLEVELAND, OH	CHICAGO, IL	85	U45	\$	\$	NS
CLEVELAND, OH	CHICAGO, IL (P)	85	C20	\$	\$	NS
CLEVELAND, OH	CHICAGO, IL (P)	85	U45	\$	\$	NS
CLEVELAND, OH	DOCKSIDE, NJ	85	C20	\$	\$	NS
CLEVELAND, OH	DOCKSIDE, NJ	85	C45	\$	\$	NS
CLEVELAND, OH	NORFOLK INTERNATIONAL, VA	85	C20	\$	\$	NS
CLEVELAND, OH	NORFOLK INTERNATIONAL, VA	85	U45	\$	\$	NS
COLUMBUS, OH	CHICAGO, IL	85	C20	\$	\$	NS
COLUMBUS, OH	CHICAGO, IL	85	U45	\$	\$	NS
COLUMBUS, OH	CHICAGO, IL (P)	85	C20	\$	\$	NS
COLUMBUS, OH	CHICAGO, IL (P)	85	U45	\$	\$	NS
COLUMBUS, OH	DETROIT, MI	85	C20		\$	NS
COLUMBUS, OH	DETROIT, MI	85	C45		\$	NS
COLUMBUS, OH	DOCKSIDE, NJ	85	C20	\$	\$	NS
COLUMBUS, OH	DOCKSIDE, NJ	85	C45	\$	\$	NS
COLUMBUS, OH	KANSAS CITY, MO	85	C20		\$	NS
COLUMBUS, OH	KANSAS CITY, MO	85	U45		\$	NS
COLUMBUS, OH	KANSAS CITY, MO (P)	85	C20	\$	\$	NS
COLUMBUS, OH	KANSAS CITY, MO (P)	85	U45	\$	\$	NS

REDACTED

NSGENL 0539

Origin	Destination	SVC	Equip	Load	Empty	Route
COLUMBUS, OH	NORFOLK, VA	85	C20	\$	\$	NS
COLUMBUS, OH	NORFOLK, VA	85	U45	\$	\$	NS
COLUMBUS, OH	NORFOLK INTERNATIONAL, VA	85	C20	\$	\$	NS
COLUMBUS, OH	NORFOLK INTERNATIONAL, VA	85	U45	\$	\$	NS
DALLAS, TX (P)	AUSTELL, GA	85	C20	\$	\$	NS
DALLAS, TX (P)	AUSTELL, GA	85	C45	\$	\$	NS
DALLAS, TX (P)	CHARLESTON, SC	85	C20	\$	\$	NS
DALLAS, TX (P)	CHARLESTON, SC	85	C45	\$	\$	NS
DALLAS, TX (P)	CHARLOTTE, NC	85	C20	\$	\$	NS
DALLAS, TX (P)	CHARLOTTE, NC	85	C45	\$	\$	NS
DALLAS, TX (P)	GARDEN CITY, GA	85	C20	\$	\$	NS
DALLAS, TX (P)	GARDEN CITY, GA	85	C45	\$	\$	NS
DALLAS, TX (P)	GARDEN CITY, GA	85	U45	\$	\$	NS
DALLAS, TX (P)	JACKSONVILLE, FL	85	C20	\$	\$	NS
DALLAS, TX (P)	JACKSONVILLE, FL	85	C45	\$	\$	NS
DALLAS, TX (P)	MIAMI, FL	85	C20	\$	\$	NS
DALLAS, TX (P)	MIAMI, FL	85	C45	\$	\$	NS
DALLAS, TX (P)	SAVANNAH, GA	85	C20	\$	\$	NS
DALLAS, TX (P)	SAVANNAH, GA	85	C45	\$	\$	NS
DETROIT, MI	DOCKSIDE, NJ	85	C20	\$	\$	NS
DETROIT, MI	DOCKSIDE, NJ	85	C45	\$	\$	NS
DETROIT, MI	NORFOLK INTERNATIONAL, VA	85	C20	\$	\$	NS
DETROIT, MI	NORFOLK INTERNATIONAL, VA	85	U45	\$	\$	NS
DOCKSIDE, NJ	CLEVELAND, OH	85	C20	\$	\$	NS
DOCKSIDE, NJ	CLEVELAND, OH	85	C45	\$	\$	NS
DOCKSIDE, NJ	COLUMBUS, OH	85	C20	\$	\$	NS
DOCKSIDE, NJ	COLUMBUS, OH	85	C45	\$	\$	NS
DOCKSIDE, NJ	DETROIT, MI	85	C20	\$	\$	NS
DOCKSIDE, NJ	DETROIT, MI	85	C45	\$	\$	NS
DOCKSIDE, NJ	KANSAS CITY, MO	85	C20	\$	\$	NS
DOCKSIDE, NJ	KANSAS CITY, MO	85	C45	\$	\$	NS
DOCKSIDE, NJ	PITTSBURGH, PA	85	C20	\$	\$	NS
DOCKSIDE, NJ	PITTSBURGH, PA	85	C45	\$	\$	NS
DOCKSIDE, NJ	ST LOUIS, MO	85	C20	\$	\$	NS
DOCKSIDE, NJ	ST LOUIS, MO	85	C45	\$	\$	NS
DOCKSIDE, NJ	ST LOUIS, MO	85	C45	\$	\$	NS
ERAIL, NJ	KANSAS CITY, MO	85	C20	\$	\$	NS
ERAIL, NJ	KANSAS CITY, MO	85	U45	\$	\$	NS
ERAIL, NJ	PITTSBURGH, PA	85	C20	\$	\$	NS
ERAIL, NJ	PITTSBURGH, PA	85	C45	\$	\$	NS
ERAIL, NJ	PITTSBURGH, PA	85	U45	\$	\$	NS
ERAIL, NJ	ST LOUIS, MO	85	C20	\$	\$	NS
ERAIL, NJ	ST LOUIS, MO	85	U45	\$	\$	NS
GARDEN CITY, GA	AUSTELL, GA	85	C20	\$	\$	NS
GARDEN CITY, GA	AUSTELL, GA	85	C45	\$	\$	NS
GARDEN CITY, GA	AUSTELL, GA	85	U45	\$	\$	NS

REDACTED

NSGENL 0540

Origin	Destination	SVC	Equip	Load	Empty	Route
GARDEN CITY, GA	CHARLOTTE, NC	85	C20	\$	\$	NS
GARDEN CITY, GA	CHARLOTTE, NC	85	U45	\$	\$	NS
GARDEN CITY, GA	CHICAGO, IL (P)	85	C20	\$	\$	NS
GARDEN CITY, GA	CHICAGO, IL (P)	85	U40	\$	\$	NS
GARDEN CITY, GA	CINCINNATI, OH	85	C20	\$		NS
GARDEN CITY, GA	CINCINNATI, OH	85	C45	\$		NS
GARDEN CITY, GA	DALLAS, TX (P)	85	C20	\$	\$	NS
GARDEN CITY, GA	DALLAS, TX (P)	85	U45	\$	\$	NS
GARDEN CITY, GA	GEORGETOWN, KY	85	C20	\$		NS
GARDEN CITY, GA	GEORGETOWN, KY	85	C45	\$		NS
GARDEN CITY, GA	LOUISVILLE, KY	85	C20	\$		NS
GARDEN CITY, GA	LOUISVILLE, KY	85	C45	\$		NS
GARDEN CITY, GA	MEMPHIS, TN	85	C20	\$	\$	NS
GARDEN CITY, GA	MEMPHIS, TN	85	U45	\$	\$	NS
GARDEN CITY, GA	MEMPHIS, TN (P)	85	C20	\$	\$	NS
GARDEN CITY, GA	MEMPHIS, TN (P)	85	U45	\$	\$	NS
GARDEN CITY, GA	NEW ORLEANS, LA	85	C20	\$	\$	NS
GARDEN CITY, GA	NEW ORLEANS, LA	85	U45	\$	\$	NS
GARDEN CITY, GA	ST LOUIS, MO	85	C20	\$		NS
GARDEN CITY, GA	ST LOUIS, MO	85	C45	\$		NS
GEORGETOWN, KY	CHICAGO, IL (P)	85	C20	\$		NS
GEORGETOWN, KY	CHICAGO, IL (P)	85	U45	\$		NS
GEORGETOWN, KY	CINCINNATI, OH	85	C20		\$	NS
GEORGETOWN, KY	CINCINNATI, OH	85	C45		\$	NS
GEORGETOWN, KY	GARDEN CITY, GA	85	C20	\$	\$	NS
GEORGETOWN, KY	GARDEN CITY, GA	85	C45	\$	\$	NS
GEORGETOWN, KY	KANSAS CITY, MO	85	C20		\$	NS
GEORGETOWN, KY	KANSAS CITY, MO	85	U45		\$	NS
GEORGETOWN, KY	KANSAS CITY, MO (P)	85	C20	\$	\$	NS
GEORGETOWN, KY	KANSAS CITY, MO (P)	85	U45	\$	\$	NS
GEORGETOWN, KY	LOUISVILLE, KY	85	C20		\$	NS
GEORGETOWN, KY	LOUISVILLE, KY	85	U45		\$	NS
GEORGETOWN, KY	NORFOLK INTERNATIONAL, VA	85	C20		\$	NS
GEORGETOWN, KY	NORFOLK INTERNATIONAL, VA	85	C45		\$	NS
GREENSBORO, NC	ATLANTA, GA	85	C20	\$		NS
GREENSBORO, NC	ATLANTA, GA	85	U45	\$		NS
GREENSBORO, NC	CALUMET, IL	85	C20	\$	\$	NS
GREENSBORO, NC	CALUMET, IL	85	U45	\$	\$	NS
GREENSBORO, NC	MEMPHIS, TN	85	C20	\$		NS
GREENSBORO, NC	MEMPHIS, TN	85	U45	\$		NS
HARRISBURG, PA	CHICAGO, IL	85	C20	\$	\$	NS
HARRISBURG, PA	CHICAGO, IL (P)	85	C20	\$	\$	NS
HARRISBURG, PA	NORFOLK, VA	85	C20	\$	\$	NS
HARRISBURG, PA	NORFOLK, VA	85	U45	\$	\$	NS
HARRISBURG, PA	NORFOLK INTERNATIONAL, VA	85	C20	\$	\$	NS
HARRISBURG, PA	NORFOLK INTERNATIONAL, VA	85	U45	\$	\$	NS

REDACTED

NSGENL 0541

Origin	Destination	SVC	Equip	Load	Empty	Route
HUNTSVILLE, AL	CHARLESTON, SC	85	C20			NS
HUNTSVILLE, AL	CHARLESTON, SC	85	U45			NS
HUNTSVILLE, AL	MEMPHIS, TN	85	C20			NS
HUNTSVILLE, AL	MEMPHIS, TN	85	U45			NS
HUNTSVILLE, AL	MEMPHIS, TN (P)	85	C20			NS
HUNTSVILLE, AL	MEMPHIS, TN (P)	85	U45			NS
HUNTSVILLE, AL	SAVANNAH, GA	85	C20			NS
HUNTSVILLE, AL	SAVANNAH, GA	85	U45			NS
JACKSONVILLE, FL	DALLAS, TX (P)	85	C20			NS
JACKSONVILLE, FL	DALLAS, TX (P)	85	C45			NS
KANSAS CITY, MO	AUSTELL, GA	85	C20			NS
KANSAS CITY, MO	AUSTELL, GA	85	C45			NS
KANSAS CITY, MO	CINCINNATI, OH	85	C20			NS
KANSAS CITY, MO	CINCINNATI, OH	85	U45			NS
KANSAS CITY, MO	COLUMBUS, OH	85	C20			NS
KANSAS CITY, MO	COLUMBUS, OH	85	U45			NS
KANSAS CITY, MO	DOCKSIDE, NJ	85	C20			NS
KANSAS CITY, MO	DOCKSIDE, NJ	85	C45			NS
KANSAS CITY, MO	ERAIL, NJ	85	C20			NS
KANSAS CITY, MO	ERAIL, NJ	85	C45			NS
KANSAS CITY, MO	GEORGETOWN, KY	85	C20			NS
KANSAS CITY, MO	GEORGETOWN, KY	85	U45			NS
KANSAS CITY, MO	LOUISVILLE, KY	85	C20			NS
KANSAS CITY, MO	LOUISVILLE, KY	85	U45			NS
KANSAS CITY, MO	NORFOLK, VA	85	C20			NS
KANSAS CITY, MO	NORFOLK, VA	85	C45			NS
KANSAS CITY, MO	NORFOLK INTERNATIONAL, VA	85	C20			NS
KANSAS CITY, MO	NORFOLK INTERNATIONAL, VA	85	U45			NS
KANSAS CITY, MO	ST LOUIS, MO	85	C20			NS
KANSAS CITY, MO	ST LOUIS, MO	85	C45			NS
LOUISVILLE, KY	CHICAGO, IL	85	C20			NS
LOUISVILLE, KY	CHICAGO, IL	85	U45			NS
LOUISVILLE, KY	CHICAGO, IL (P)	85	C20			NS
LOUISVILLE, KY	CHICAGO, IL (P)	85	U45			NS
LOUISVILLE, KY	KANSAS CITY, MO	85	C20			NS
LOUISVILLE, KY	KANSAS CITY, MO	85	U45			NS
LOUISVILLE, KY	KANSAS CITY, MO (P)	85	C20			NS
LOUISVILLE, KY	KANSAS CITY, MO (P)	85	U45			NS
LOUISVILLE, KY	NORFOLK, VA	85	C20			NS
LOUISVILLE, KY	NORFOLK, VA	85	U45			NS
LOUISVILLE, KY	NORFOLK INTERNATIONAL, VA	85	C20			NS
LOUISVILLE, KY	NORFOLK INTERNATIONAL, VA	85	U45			NS
MEMPHIS, TN	ATLANTA, GA	85	C20			NS
MEMPHIS, TN	ATLANTA, GA	85	U45			NS
MEMPHIS, TN	CHARLESTON, SC	85	C20			NS
MEMPHIS, TN	CHARLESTON, SC	85	U45			NS

REDACTED

NSGENL 0542

Origin	Destination	SVC	Equip	Load	Empty	Route
MEMPHIS, TN	CHARLOTTE, NC	85	C20			NS
MEMPHIS, TN	CHARLOTTE, NC	85	U45			NS
MEMPHIS, TN	GARDEN CITY, GA	85	C20			NS
MEMPHIS, TN	GARDEN CITY, GA	85	U45			NS
MEMPHIS, TN	GREENSBORO, NC	85	C20			NS
MEMPHIS, TN	GREENSBORO, NC	85	U45			NS
MEMPHIS, TN	HUNTSVILLE, AL	85	C20			NS
MEMPHIS, TN	HUNTSVILLE, AL	85	U45			NS
MEMPHIS, TN	NORFOLK, VA	85	C20			NS
MEMPHIS, TN	NORFOLK, VA	85	U45			NS
MEMPHIS, TN	SAVANNAH, GA	85	C20			NS
MEMPHIS, TN	SAVANNAH, GA	85	U45			NS
MIAMI, FL	CINCINNATI, OH	85	C20			NS
MIAMI, FL	CINCINNATI, OH	85	C45			NS
MIAMI, FL	LOUISVILLE, KY	85	C20			NS
MIAMI, FL	LOUISVILLE, KY	85	C45			NS
NEW ORLEANS, LA	AUSTELL, GA	85	C20			NS
NEW ORLEANS, LA	AUSTELL, GA	85	U45			NS
NEW ORLEANS, LA	CHARLESTON, SC	85	C20			NS
NEW ORLEANS, LA	CHARLESTON, SC	85	U45			NS
NEW ORLEANS, LA	CHARLOTTE, NC	85	C20			NS
NEW ORLEANS, LA	CHARLOTTE, NC	85	U45			NS
NEW ORLEANS, LA	GARDEN CITY, GA	85	C20			NS
NEW ORLEANS, LA	GARDEN CITY, GA	85	U45			NS
NEW ORLEANS, LA	GREENSBORO, NC	85	C20			NS
NEW ORLEANS, LA	GREENSBORO, NC	85	U45			NS
NEW ORLEANS, LA	SAVANNAH, GA	85	C20			NS
NEW ORLEANS, LA	SAVANNAH, GA	85	U45			NS
NORFOLK, VA	CHICAGO, IL	85	C20			NS
NORFOLK, VA	CHICAGO, IL	85	U45			NS
NORFOLK, VA	CHICAGO, IL (P)	85	C20			NS
NORFOLK, VA	CHICAGO, IL (P)	85	C45			NS
NORFOLK, VA	COLUMBUS, OH	85	C20			NS
NORFOLK, VA	COLUMBUS, OH	85	U45			NS
NORFOLK, VA	HARRISBURG, PA	85	C20			NS
NORFOLK, VA	HARRISBURG, PA	85	U45			NS
NORFOLK, VA	MEMPHIS, TN	85	C20			NS
NORFOLK, VA	MEMPHIS, TN	85	U45			NS
NORFOLK INTERNATIONAL, VA	CHICAGO, IL	85	C20			NS
NORFOLK INTERNATIONAL, VA	CHICAGO, IL	85	C45			NS
NORFOLK INTERNATIONAL, VA	CHICAGO, IL (P)	85	C20			NS
NORFOLK INTERNATIONAL, VA	CHICAGO, IL (P)	85	C45			NS
NORFOLK INTERNATIONAL, VA	CINCINNATI, OH	85	C20			NS
NORFOLK INTERNATIONAL, VA	CINCINNATI, OH	85	U45			NS
NORFOLK INTERNATIONAL, VA	CLEVELAND, OH	85	C20			NS
NORFOLK INTERNATIONAL, VA	CLEVELAND, OH	85	U45			NS

REDACTED

NSGENL 0543

Origin	Destination	SVC	Equip	Load	Empty	Route
NORFOLK INTERNATIONAL, VA	COLUMBUS, OH	85	C20			NS
NORFOLK INTERNATIONAL, VA	COLUMBUS, OH	85	U45			NS
NORFOLK INTERNATIONAL, VA	DETROIT, MI	85	C20			NS
NORFOLK INTERNATIONAL, VA	DETROIT, MI	85	U45			NS
NORFOLK INTERNATIONAL, VA	HARRISBURG, PA	85	C20			NS
NORFOLK INTERNATIONAL, VA	HARRISBURG, PA	85	U45			NS
NORFOLK INTERNATIONAL, VA	KANSAS CITY, MO	85	C20			NS
NORFOLK INTERNATIONAL, VA	KANSAS CITY, MO	85	U45			NS
NORFOLK INTERNATIONAL, VA	LOUISVILLE, KY	85	C20			NS
NORFOLK INTERNATIONAL, VA	LOUISVILLE, KY	85	U45			NS
NORFOLK INTERNATIONAL, VA	ST LOUIS, MO	85	C20			NS
NORFOLK INTERNATIONAL, VA	ST LOUIS, MO	85	U45			NS
PITTSBURGH, PA	CHICAGO, IL	85	C20			NS
PITTSBURGH, PA	CHICAGO, IL	85	C45			NS
PITTSBURGH, PA	CHICAGO, IL	85	U45			NS
PITTSBURGH, PA	CHICAGO, IL (P)	85	C20			NS
PITTSBURGH, PA	CHICAGO, IL (P)	85	C45			NS
PITTSBURGH, PA	CHICAGO, IL (P)	85	U45			NS
PITTSBURGH, PA	ERAIL, NJ	85	C20			NS
PITTSBURGH, PA	ERAIL, NJ	85	C45			NS
PITTSBURGH, PA	ERAIL, NJ	85	U45			NS
RUTHERFORD, PA	CHICAGO, IL	85	U45			NS
RUTHERFORD, PA	CHICAGO, IL (P)	85	U45			NS
SAVANNAH, GA	AUSTELL, GA	85	C20			NS
SAVANNAH, GA	AUSTELL, GA	85	U45			NS
SAVANNAH, GA	CHARLOTTE, NC	85	C20			NS
SAVANNAH, GA	CHARLOTTE, NC	85	U45			NS
SAVANNAH, GA	CHICAGO, IL (P)	85	C20			NS
SAVANNAH, GA	CHICAGO, IL (P)	85	U45			NS
SAVANNAH, GA	DALLAS, TX (P)	85	C20			NS
SAVANNAH, GA	DALLAS, TX (P)	85	U45			NS
SAVANNAH, GA	HUNTSVILLE, AL	85	C20			NS
SAVANNAH, GA	HUNTSVILLE, AL	85	U45			NS
SAVANNAH, GA	LOUISVILLE, KY	85	C20			NS
SAVANNAH, GA	LOUISVILLE, KY	85	U45			NS
SAVANNAH, GA	MEMPHIS, TN	85	C20			NS
SAVANNAH, GA	MEMPHIS, TN	85	U45			NS
SAVANNAH, GA	MEMPHIS, TN (P)	85	C20			NS
SAVANNAH, GA	MEMPHIS, TN (P)	85	U45			NS
SAVANNAH, GA	NEW ORLEANS, LA	85	C20			NS
SAVANNAH, GA	NEW ORLEANS, LA	85	U45			NS
ST LOUIS, MO	DOCKSIDE, NJ	85	C20			NS
ST LOUIS, MO	DOCKSIDE, NJ	85	C45			NS
ST LOUIS, MO	ERAIL, NJ	85	C20			NS
ST LOUIS, MO	ERAIL, NJ	85	C45			NS
ST LOUIS, MO	GARDEN CITY, GA	85	C20			NS

REDACTED

NSGENL 0544

Origin	Destination	SVC	Equip	Load	Empty	Route
ST LOUIS, MO	GARDEN CITY, GA	85	C45			NS
ST LOUIS, MO	KANSAS CITY, MO (P)	85	C20			NS
ST LOUIS, MO	KANSAS CITY, MO (P)	85	U45			NS
ST LOUIS, MO	NORFOLK INTERNATIONAL, VA	85	C20			NS
ST LOUIS, MO	NORFOLK INTERNATIONAL, VA	85	U45			NS

REDACTED

NSGENL 0545

EXHIBIT 2**ORT/DRT DEPOTS**

1. NS agrees to provide NYK with the designated number of slots at the specified facility for the storage of containers at the specified facility.

TERMINAL	# OF SPACES
AUSTELL, GA	325
GEORGETOWN	50

2. NS will charge and NYK will pay [REDACTED] per each inbound loaded container arriving in intermodal service at the intermodal facilities specified in this exhibit.
3. NS will charge and NYK will pay [REDACTED] per container per day, including weekends and holidays for storage of containers in excess of the number of spaces allotted above.
4. At Austell the following shall apply: Loaded and empty containers, both on chassis or not on chassis will be included in the allocation. Bare chassis are excluded from the count due to participation in the coop pool at the Austell facility. In the event NYK ceases to participate in this chassis pool, then bare chassis shall be included in the count. All containers arriving on rail, either loaded or empty, have unlimited free time.
5. At Georgetown the following shall apply: Only empty containers, whether mounted on chassis or not mounted on chassis will be included in the allocation.
6. At terminals listed in this Exhibit, NS will transfer containers from one chassis to another at the request of NYK for a charge of [REDACTED].
7. In the event a loaded container arrives at the terminals listed in this Exhibit, and an NYK chassis is not available to meet that loaded container, NS will assess, and NYK will pay a [REDACTED] chassis shortfall fee.
8. NS will provide NYK with a daily inventory report indicating the empty equipment which NYK has available at each terminal listed in this exhibit
9. NS and NYK each reserve right to cancel this Exhibit 2, for either or both of the applicable terminals upon thirty days written notice to the other party.
10. The NS Intermodal Rules Circular will continue to apply with respect to terminal operations at these and other Intermodal terminals, except where inconsistent with this Agreement.

EXHIBIT 3

Top Volume Lanes

1. Dallas to Austell
2. Austell to Dallas
3. Austell to Garden City
4. Garden City to Austell
5. Columbus to Chicago
6. Norfolk to Chicago
7. Kansas City to Cincinnati
8. Norfolk to Columbus
9. Kansas City to St. Louis
10. Kansas City to Georgetown
11. Cincinnati to Chicago
12. Columbus to Norfolk
13. Chicago to Columbus

THIS AMENDMENT No. 1 to Intermodal Transportation Agreement ("Amendment") is made and entered into this *18*th day of *JUNE*, 2004, by and between NORFOLK SOUTHERN RAILWAY COMPANY, acting for itself and its rail carrier subsidiaries, having an office at Three Commercial Place, Norfolk, VA 23510 (hereinafter referred to as "NS"); and NYK Line (North America), Inc., (hereinafter referred to as "NYK") having an office at 300 Lighting Way, Secaucus, NJ 07094.

* *FIRST cargo movement on or about June 28, 2004*
RECITALS:

The parties have entered into an Intermodal Transportation Agreement (the "Agreement") effective April 1, 2003, covering rail transportation of NYK containers between points shown as origins and destinations covered therein.

The parties desire to amend the Agreement as more particularly set forth below. In the event of a conflict between the Agreement and this Amendment, this Amendment controls.

NOW, THEREFORE, the parties hereby agree as follows:

1. EFFECTIVE DATE: Except where specifically set forth herein to the contrary with respect to specific provisions, the effective date of this Amendment is the date first mentioned above.
2. AGREEMENT EXTENSION: The expiration date for the Agreement, currently set for March 31, 2006, will be extended to October 31, 2007. This extension will result in the creation two additional Agreement Periods. Agreement Period 4 will be from April 1, 2006 through March 31, 2007. Agreement Period 5 will be from April 1, 2007 through October 31, 2007.
3. ADDITIONAL LANES AND RATES: Attached as Exhibit 1-A to this Amendment are lanes and rates that are added to the Agreement as of the Effective Date. The terms and conditions of this Amendment shall apply to the lanes and rates described in Exhibit 1-A, except to the extent modified by this Amendment. Beginning with the Effective Date, NYK agrees to tender 95% of its traffic moving in the lanes described in Exhibit 1-A to NS.

[Signature]
T.R. [Signature]

4. RATE ADJUSTMENTS:

- a. Effective with the Effective Date, the parties agree that the rates described in Exhibit 1 of the Agreement will be reduced to an amount equal to the rate level in place on March 31, 2004.
- b. At the beginning of Agreement Period 3, the rate increase called for in Section 3 of the Agreement shall be assessed on all rates in Exhibit 1 of the Agreement, but shall not be applied to the rates covered in Exhibit 1-A of the Amendment.
- c. Section 3B to the Agreement is amended to include rate increases for Agreement Periods 4 and 5. At the beginning of Agreement Periods 4 and 5, all rates in Exhibit 1 of the Agreement and Exhibit 1-A of the Amendment shall be increased by 1.75% for each Agreement Period.

5. VOLUME INCENTIVE:

- a. Containers moving in the lanes described in Exhibit 1-A of this Amendment shall not be included for the calculation of the Incentive Refund provided for in Section 6 of the Agreement for the incentive payment covering Agreement Period 2.
- b. The table labeled "Part I" of Section 6B of the Agreement is amended to change the Incentive level of Agreement Period 2 to be one and one-half percent (1.5%). The amended table will read as follows:

Part I

Time Period / Volume Goal	Incentive Level
Agreement Period 1: Volume levels greater than the preceding 12-month period, excluding any new lanes of business switched to NS during Agreement Period 1.	1.0%
Agreement Period 2: The greater of the volume level in Agreement Period 1 or the 12-month period preceding Agreement Period 1.	1.5%
Agreement Period 3: The greater of the volume level in Agreement Period 1 or Agreement Period 2.	1.0%
Agreement Period 4: The greater of the volume level in Agreement Period 1, 2 or 3.	1.0%
Agreement Period 5: The greater of the volume level in Agreement Period 1, 2, 3 or 4.	1.0%

03-04

04-05

05-06

06-07

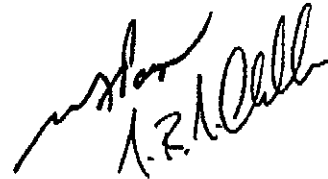
07-07

6. RIGHT OF LAST REFUSAL: In the event NYK enters into discussions with a railroad that is capable of handling traffic that NS is not presently handling but is capable of handling as well (a "Competitor"), prior to signing or agreeing to sign a rail contract with a Competitor, NYK will send written notification to NS indicating that it is considering entering into such an agreement. NS shall have the right to make a counter-offer to NYK covering all or a portion of the business to be covered by the Competitor's proposed agreement within 30 days of receiving such notice. NYK will give this counter-offer reasonable and diligent consideration before making a final commitment to the Competitor.

7. TERMINAL SERVICES Section 1 of Exhibit 2 of the Agreement will be amended as follows:

1. NS agrees to provide NYK with the designated number of slots at the specified facility for the storage of containers at the specified facility.

TERMINAL	# OF SPACES
AUSTELL, GA	325
GEORGETOWN	50
CROXTON	275



IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Amendment to be executed by their duly authorized representatives on the dates set forth below.

NORFOLK SOUTHERN RAILWAY COMPANY

By: 

Title: V.P. - Intermodal Marketing

Date: June 18, 2004

NYK LINE (North America), INC.

By:  (W. F. Payne)

Title: Senior Vice President

Date: June 18, 2004

Exhibit 1-A
Intermodal Rates

C20 = 20' COFC
C45 = 40' or 45' COFC

Origin	Destination	SVC	Equip	Load	Empty	Route
CHICAGO, IL	CROXTON, NJ	85	C20			NS
CHICAGO, IL	CROXTON, NJ	85	C45			NS
CHICAGO, IL (P)	CROXTON, NJ	85	C20			NS
CHICAGO, IL (P)	CROXTON, NJ	85	C45			NS
CHICAGO, IL	BALTIMORE, MD	85	C20			NS
CHICAGO, IL	BALTIMORE, MD	85	C45			NS
CHICAGO, IL (P)	BALTIMORE, MD	85	C20			NS
CHICAGO, IL (P)	BALTIMORE, MD	85	C45			NS
CHICAGO, IL	AMERIPORT, PA	85	C20			NS
CHICAGO, IL	AMERIPORT, PA	85	C45			NS
CHICAGO, IL (P)	AMERIPORT, PA	85	C20			NS
CHICAGO, IL (P)	AMERIPORT, PA	85	C45			NS
CHICAGO, IL	DOCKSIDE, NJ	85	C20			NS
CHICAGO, IL	DOCKSIDE, NJ	85	C45			NS
CHICAGO, IL (P)	DOCKSIDE, NJ	85	C20			NS
CHICAGO, IL (P)	DOCKSIDE, NJ	85	C45			NS
CHICAGO, IL	NORFOLK, VA	85	C20			NS
CHICAGO, IL	NORFOLK, VA	85	C45			NS
CHICAGO, IL (P)	NORFOLK, VA	85	C20			NS
CHICAGO, IL (P)	NORFOLK, VA	85	C45			NS
CHICAGO, IL	NORFOLK INT'L TERMINAL, VA	85	C20			NS
CHICAGO, IL	NORFOLK INT'L TERMINAL, VA	85	C45			NS
CHICAGO, IL (P)	NORFOLK INT'L TERMINAL, VA	85	C20			NS
CHICAGO, IL (P)	NORFOLK INT'L TERMINAL, VA	85	C45			NS
CROXTON, NJ	CHICAGO, IL	85	C45			NS
CROXTON, NJ	CHICAGO, IL	85	C20			NS
CROXTON, NJ	CHICAGO, IL (P)	85	C45			NS
CROXTON, NJ	CHICAGO, IL (P)	85	C20			NS
BALTIMORE, MD	CHICAGO, IL	85	C45			NS
BALTIMORE, MD	CHICAGO, IL	85	C20			NS
BALTIMORE, MD	CHICAGO, IL (P)	85	C45			NS
BALTIMORE, MD	CHICAGO, IL (P)	85	C20			NS
AMERIPORT, PA	CHICAGO, IL	85	C45			NS
AMERIPORT, PA	CHICAGO, IL	85	C20			NS
AMERIPORT, PA	CHICAGO, IL (P)	85	C45			NS
AMERIPORT, PA	CHICAGO, IL (P)	85	C20			NS
DOCKSIDE, NJ	CHICAGO, IL	85	C45			NS
DOCKSIDE, NJ	CHICAGO, IL	85	C20			NS
DOCKSIDE, NJ	CHICAGO, IL (P)	85	C45			NS
DOCKSIDE, NJ	CHICAGO, IL (P)	85	C20			NS

W. J. Bell
2/1/08

REDACTED

NSGENL 0552

NORFOLK, VA	CHICAGO, IL	85	C20			NS
NORFOLK, VA	CHICAGO, IL	85	C45			NS
NORFOLK, VA	CHICAGO, IL (P)	85	C20			NS
NORFOLK, VA	CHICAGO, IL (P)	85	C45			NS
NORFOLK INT'L TERMINAL, VA	CHICAGO, IL	85	C20			NS
NORFOLK INT'L TERMINAL, VA	CHICAGO, IL	85	C45			NS
NORFOLK INT'L TERMINAL, VA	CHICAGO, IL (P)	85	C20			NS
NORFOLK INT'L TERMINAL, VA	CHICAGO, IL (P)	85	C45			NS
ERAIL, NJ	COLUMBUS, OH	85	C20			NS
ERAIL, NJ	COLUMBUS, OH	85	C45			NS
CROXTON, NJ	DETROIT, MI	85	C20			NS
CROXTON, NJ	DETROIT, MI	85	C45			NS
PITTSBURGH, PA	ERAIL, NJ	85	U45			NS
ERAIL, NJ	PITTSBRUGH	85	U45			NS

[Handwritten signature]
T. R. [unclear]